

1 BILL NO. S-8⁹-05-20

2 SPECIAL ORDINANCE NO. S- 83-89

3 AN ORDINANCE approving CONTRACT #89-W-1,
4 WEST SIDE ELEVATED TANK between PITT-
5 DESMOINES, INC. and the City of Fort
6 Wayne, Indiana, in connection with the
7 Board of Public Works and Safety.

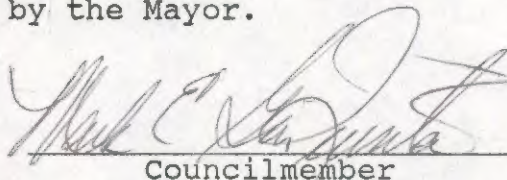
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the CONTRACT #89-W-1, WEST SIDE
11 ELEVATED TANK by and between PITT-DESMOINES, INC. and the
12 City of Fort Wayne, Indiana, in connection with the Board of
13 Public Works and Safety, for:

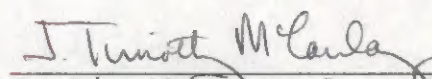
14 the furnishing of all labor, equipment,
15 tools, power transportation,
16 miscellaneous equipment, etc., necessary
17 to install a one million gallon elevated
18 water storage tank, complete with
19 earthwork, foundations, fencing, piping,
20 vales painting, electrical work,
21 cathodic protection, telemetry and site
22 restoration;

23 the Contract price is Nine Hundred Sixty-Five Thousand and
24 no/100 Dollars (\$965,000.00), all as more particularly set
25 forth in said Contract, which is on file in the Office of
26 the Board of Public Works and Safety and, is by reference
27 incorporated herein, made a part hereof, and is hereby in
28 all things ratified, confirmed and approved. Two (2) copies
29 of said Contract are on file with the Office of the City
30 Clerk and made available for public inspection, according to
31 law.

32 SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all
necessary approval by the Mayor.

33 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

March 1, 1989

Department of Public Works & Safety
Office of the Board
Meeting held at 9:00 a.m.
Third Floor Conference Room

Angela S. Derheimer, Director
C. David Silletto, Member
Michael McAlexander, Member

ATTEST: Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. 89-W-1, West Side Elevated Tank

All Star Construction	
✓ Brown Steel Contractors	\$ 1,125,000
✓ CBI Na-Con, Inc.	1,200,000
Caldwell-Tank, Inc.	
Fox Contractors	
Phoenix Fabricators & Erectors	
✓ Pitt-DeMoines, Inc.	965,000 ←
Scheidleman Excavating	
Soils Engineering	
Engineers Estimate	\$1,097,000.00
Award Date	

2. The following requests for proposal for Flowmetering Services have been received:

✓ ADS Services, Inc.
Ayres Associates
Donohue & Associates
✓ Flow Instrumentation & Consulting Services, Inc.
✓ Pitometer Associates
✓ Southeast Environmental Services, Inc.

CONSTRUCTION CONTRACT NO. 89-W-1

BOARD ORDER NO. 192-88

WORK ORDER NO. 64102

02.16.
This contract, made and entered into in triplicate the 10th day of May, 1989, by and between the City of Fort Wayne, Indiana, an Indiana Municipal Corporation acting by and through the Mayor and the Board of Public Works & Safety, hereinafter called the "Owner", and Pitt-DesMoines, Inc., hereinafter called the "Contractor".

Witnesseth, that the contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK: The contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expandable equipment, and all utility and transportation services required to perform and complete, in a workmanlike manner all of the work required for the construction of West Side Elevated Tank, Project 89-W-1, all in strict accordance with plans and specifications, including any and all addenda, prepared by J.L. Russell Associates Inc., of Fort Wayne, and Auburn, Indiana, acting as and in these contract documents entitled the Engineer which plans and specifications are made a part of this contract, and shall do everything required by this contract, and other documents constituting a part thereof.

ARTICLE II. CONTRACT PRICE: The Owner shall pay the Contractor for the performance of all work required by the following items of the work as set out in the Contractor's proposal submitted pursuant to the notice to Bidders and accepted by the Owner March 1, 1989. Items: "A" through "N" said items totaling the sum of Nine hundred sixty-five thousand Dollars (\$965,000.00) The proposal by reference is hereby made as much a part of the contract as if repeated verbatim herein.

ARTICLE III. PROGRESS PAYMENTS: The OWNER shall make payments on account of the contract as provided herein, as follows: Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the ENGINEER and the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE IV. ACCEPTANCE AND FINAL PAYMENT: Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineer of the OWNER to promptly make such inspection. When the Engineer finds the work acceptable under the contract, the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE V: WORKMENS COMPENSATION ACT: The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinance of the City of Fort Wayne.

Any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgement or any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as the amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR: The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE VI. PREVAILING WAGE SCALE: The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE VIII. COMPONENT PARTS OF THIS CONTRACT: This contract consists of the following component parts, all of which are as fully a part of this contract as if set out verbatim, or if not attached, as if hereto attached.

1. This Contract
2. Addendum Issued, No. 1
3. Notice to Bidders, for Contract No. 89-W-1
4. Instruction to Bidders
5. Contractor's Accepted Proposal dated March 1, 1989
6. General Provisions
7. Specifications for workmanship and Materials
8. Engineer's Drawings and Drawings submitted by the Contractor and approved by the Engineer.
9. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
10. Prevailing Wage Scale.
11. Performance and Guaranty Bond.
12. Labor and Material Payment Bond.
13. Minority/Female Employment Hourly Utilization.
14. Comprehensive Liability Insurance Coverage.
15. MBE/WBE Commitment Form.

In the event that any provisions in any of the above component parts of this contract conflict with any provisions in any other part of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise stated.

ARTICLE IX. GUARANTEE OF WORKMANSHIP: At time of the execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE X: INDEMNITY: CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE XI: ADJUSTMENTS OF DISPUTES: All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE XII: COMPLETION DATE: The CONTRACTOR agrees to complete the work specified in the contract within 450 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE XIII: COUNCILMANIC APPROVAL: This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE XIV: This contract is governed by Laws of the State of Indiana. To each of the conditions and stipulations of this contract, the undersigned each for himself, binds itself, its successors and assigns.

IT WITNESS WHEREOF, The parties hereto have executed this agreement in duplicate the day and year first above written.

(SEAL)

Pitt-DeMoines, Inc.
CONTRACTOR

ATTEST:

SEE ATTACHED POWER OF ATTORNEY

BY: Don Viletto

(TITLE) ATTORNEY-IN-FACT

(SEAL)

CITY OF FORT WAYNE, INDIANA, OWNER

By: Paul Helmke
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

Angela S. Derheimer
Angela S. Derheimer
Director of Public Works

Michael McAlexander
Michael McAlexander

C. David Silletto
C. David Silletto
Director of Administration & Finance

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 15th day of May, 1989, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Michael McAlexander, and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann
NOTARY PUBLIC

Carolyn S. Eschmann
Type or Print Name of Notary

My Commission Expires: 6-16-91

Approved by the Common Council of the City of Fort Wayne on day of _____, 19____.

Special Ordinance No. _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That PITT-DES MOINES, INC., Neville Island, Pittsburgh, Pennsylvania 15225, a Pennsylvania Corporation, has constituted and appointed, and does constitute and appoint

DOM VILETTO

its true and lawful Attorney-In-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith.

This appointment is made in accordance with Article IV, Paragraph 3 of the By-Laws of the Corporation as amended through December 1, 1988, and still in full force and effect:

Article IV, Paragraph 3:

"All proposals, commercial contracts, bonds, certificates, affidavits, and all other documents incident to the business of this Company shall be valid:

(a) When signed by the Chief Executive Officer of the Company, the Chairman of the Board of Directors, the Chairman Emeritus of the Board of Directors, the Vice Chairman, the President, a Vice President, a Group or Division President, an Executive Vice President, a Group or Division Executive Vice President, the Secretary, Treasurer, Controller or an Assistant Secretary or other duly authorized representative or agent of the Company and when sealed with the Seal of the Company, and if signed within the limits of his sphere of responsibility; or

(b) When executed by an Attorney-In-Fact."

IN WITNESS WHEREOF, PITT-DES MOINES, INC. has caused these presents to be signed its President, and its corporate seal to thereunto affixed and duly attested by its Secretary this 14th day of February, 1989.

ATTEST: N

PITT-DES MOINES, INC.

(SEAL) N. J. Palmer

By [Signature]

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 14th day of February, 1989, before me personally appeared P.O. Elbert, President of PITT-DES MOINES, INC., who being duly sworn, said he resides in the state of Pennsylvania; that he is President of PITT-DES MOINES, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

Karen L. Powell
Notary Public

KAREN L. POWELL, NOTARY PUBLIC
NEVILLE TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 21, 1989

Member, Pennsylvania Association of Notaries

I, Nancy J. Palmer, Secretary of PITT-DES MOINES, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by PITT-DES MOINES, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Pittsburgh, Pennsylvania this 10th day of May, 1989.

(SEAL)

N. J. Palmer
Secretary



CERTIFICATE OF INSURANCE

Wausau Insurance Companies

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Contract No. 59054
1 MMG Hydropillar
Fort Wayne, IN

Name and Mailing Address of Insured

Pitt-Des Moines, Inc.
3400 Grand Avenue
Neville Island
Pittsburgh, PA 15225

Producer No.: 2-6013
Office: Philadelphia, PA 19103-3693
Date: March 28, 1989
Region: PH

Type of Insurance	* CO. NO.	Policy Number	Policy Effective Date (MO/DA/YR)	Policy Expiration Date (MO/DA/YR)	** Unless otherwise indicated, this policy affords full coverage under the Workers Compensation laws of all states (except states where coverage can be provided only by State Funds, and Canada) and as designated in the policy and endorsements for Part Two (Employers Liability).
Workers Compensation **	2	2219 03 035400	12 31 88	12 31 89	Liability Limits In Thousands (000 omitted)
Commercial General Liability	2	2229 39 035400	12 31 88	12 31 89	General Aggregate \$ 4,000
Commercial Package or Trademark (Section II only)					Products & Comp./Ops. Aggregate \$ 4,000
() Claims Made (X) Occurrence					Personal & Advertising Injury \$ 2,000
Products - Completed Operations:					Each Occurrence \$ 2,000
(X) Included () Excluded					Fire Damage (Any One Fire) \$ 25
Owners & Contractors Protective		Not Applicable			Medical Expense (Any One Person) \$ 5
					Aggregate \$
					Each Occurrence \$
					\$
					\$
Auto Liability	2	2229 42 035400	12 31 88	12 31 89	Single Limit
(X) All Owned Autos					Each Accident \$ 2,000
() Specified Autos Only					Bodily Injury
(X) Hired Autos					Each Person \$
(X) Nonowned Autos					Each Accident \$
					Property Damage
					Each Accident \$
Umbrella Liability		Not Applicable			Each Occurrence \$
					General Aggregate \$
					Retention \$

Special Provisions/Locations/Specified Autos: If any policy described above is canceled during the term by the company, the company will mail notice ninety days before the effective date of cancellation to the party named below. Workers' Compensation anywhere in the United States except Nevada, North Dakota, Ohio, Washington, West Virginia & Wyoming.
WC Employers' Liability Limits: \$2,000,000 - Each Accident; \$2,000,000 - Disease-Policy Limit; \$2,000,000 - Disease-Each Employee

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy (policies) described above is subject to all of the terms, exclusions and conditions of such policy (policies) during the term(s) thereof.

*The entry of a number in this column means that the coverage is afforded by the company designated by the same number.

Issued to:

City of Fort Wayne, IN
Bureau of Public Works
One Main Street
Fort Wayne, IN 46820

*Issuing Company No. 2. EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
3. WAUSAU UNDERWRITERS INSURANCE COMPANY
7. ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
1. WAUSAU LLOYDS

Signed

David P. Koller
Authorized Representative

(SPECIMAN FORM)
CITY OF FORT WAYNE, INDIANA
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we PITT-DES MOINES, INC. (Contractor or Developer) as Principal, and the INSURANCE COMPANY OF NORTH AMERICA (Insurance Company), a corporation organized under the laws of the State of Pennsylvania (1794) (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the city of Fort Wayne, Indiana, an Indiana Michigan Corporation in the sum of \$965,000.00, value of work for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed an Elevated Water Tower to become part of the City's water distribution system, which said water tower is to be built and constructed according to plans and specifications prepared by or approved by City and known as the 1,000,000 Gallon Hydropillar; and

WHEREAS, the grant of authority by the City to so construct such a water tower provides:

1. That said water tower shall be completed according to said plans and specifications, and warrant and guaranteed all work, material, conditions of the water tower for a period of one (1) year from the date of final acceptance in writing by the Owner.
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water tower for a period of one (1) year following written acceptance by the City of said water tower; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to do the work to be performed thereunder, or the specifications accompanying the

same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the Principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said elevated water tower to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water tower by City maintenance said water tower and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

PITT-DES MOINES, INC.

Contractor/Developer

BY: Dom Viletto

Name Dom VILETTO

ATTORNEY-IN-FACT
Title

ATTEST:

SEE ATTACHED POWER OF ATTORNEY

SEE ATTACHED POWER OF ATTORNEY
Title

INSURANCE COMPANY OF NORTH AMERICA
(Insurance Company) Surety

*BY: Patricia L. Meshanko

Authorized Agent

Patricia L. Meshanko

Attorney-in-Fact

*If signed by an agent, Power of Attorney must be attached

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That PITT-DES MOINES, INC., Neville Island, Pittsburgh, Pennsylvania 15225, a Pennsylvania Corporation, has constituted and appointed, and does constitute and appoint

DOM VILETTO

its true and lawful Attorney-In-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith.

This appointment is made in accordance with Article IV, Paragraph 3 of the By-Laws of the Corporation as amended through December 1, 1988, and still in full force and effect:

Article IV, Paragraph 3:

"All proposals, commercial contracts, bonds, certificates, affidavits, and all other documents incident to the business of this Company shall be valid:

(a) When signed by the Chief Executive Officer of the Company, the Chairman of the Board of Directors, the Chairman Emeritus of the Board of Directors, the Vice Chairman, the President, a Vice President, a Group or Division President, an Executive Vice President, a Group or Division Executive Vice President, the Secretary, Treasurer, Controller or an Assistant Secretary or other duly authorized representative or agent of the Company and when sealed with the Seal of the Company, and if signed within the limits of his sphere of responsibility; or

(b) When executed by an Attorney-In-Fact."

IN WITNESS WHEREOF, PITT-DES MOINES, INC. has caused these presents to be signed its President, and its corporate seal to thereunto affixed and duly attested by its Secretary this 14th day of February, 1989.

ATTEST:

(SEAL)

N. J. Palmer

PITT-DES MOINES, INC.

By

P.O. Elbert

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 14th day of February, 1989, before me personally appeared P.O. Elbert, President of PITT-DES MOINES, INC., who being duly sworn, said he resides in the state of Pennsylvania; that he is President of PITT-DES MOINES, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

Karen L. Powell
Notary Public
KAREN L. POWELL, NOTARY PUBLIC
NEVILLE TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 31, 1992
Member, Pennsylvania Association of Notaries

I, Nancy J. Palmer, Secretary of PITT-DES MOINES, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by PITT-DES MOINES, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Pittsburgh, Pennsylvania this 14th day of February, 1989.

(SEAL)

N. J. Palmer
Secretary

Acknowledgment for Annexed Instrument

STATE OF Pennsylvania

COUNTY OF Allegheny ss:

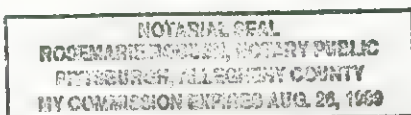
On this _____ day of _____, 19____, before me personally came Patricia L. Meshanko who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said Instrument as an Attorney-in-Fact of said Company by like authority.

My Commission Expires

August 26, 1989

Acknowledged and Sworn to before
me on the date above written.

Rosemarie Rodden
(Notary Public)



Member, Pennsylvania Association of Notaries

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **R. GEORGE VOINCHET, MICHAEL C. BARBARITA, PATRICIA L. MESHANKO**, all of the City of Pittsburgh, State of Pennsylvania-----

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding **FIFTY MILLION**-----
DOLLARS (\$50,000,000.) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 18th day of January 19 89



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 18th day of January

ss.

INSURANCE COMPANY OF NORTH AMERICA

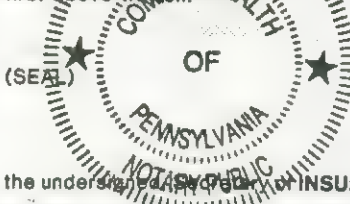
by

John B. Fitzgerald, Jr.
JOHN B. FITZGERALD, JR., Vice President

A.D. 19 89, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

WHEREFORE, I have hereunto set my hand and affixed my official seal at the City of Philadelphia this day and year

first above



Julia Anna Rohana
Julia Anna Rohana - Notary Public
Philadelphia, Philadelphia County, Pa.
My Commission Expires August 20, 1990

I, the undersigned, **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 19 day of January

James S. Wyllie
James S. Wyllie Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER Jan. 18, 1991

**SPECIMEN FORM
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT PITT-DES MOINES, INC., 3400
Name of Contractor
Grand Avenue, Neville Island, Pittsburgh, PA 15225
a Pennsylvania Corporation, hereinafter called Principal,
 and INSURANCE COMPANY OF NORTH AMERICA

Name of Surety
 and duly authorized to transact business in the State of
 Indiana, hereinafter called Surety, are held and firmly bound
 unto the City of Fort Wayne, an Indiana Municipal Corporation
 in the penal sum of NINE HUNDRED SIXTY FIVE THOUSAND AND 00/100
Dollars (\$965,000.00) (value of work) for the payment
 whereof well and truly to be made, the Principal and the
 Surety bind themselves, their heirs, executors,
 administrators, successors and assigns jointly and severally,
 firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the
 Principal entered into a certain contract with the Owner,
 dated the _____ day of _____ 1989 for the
 construction of:

For furnishing of all labor, equipment, tools, power,
 transportation, miscellaneous equipment, etc., necessary
 to fabricate, erect, paint, and place into service; a One
 Million Gallon Elevated Water Tank. All in accordance with
 the specifications and Drawings (Sheets _____, thru _____)
 prepared by J.L. Russell Associates, Inc., for the Fort
 Wayne Water Utility Engineering Department, and special
 provisions, and according to the Detailed Specifications and
 Conditions contained herein.

WHEREAS, said Surety, for value received, hereby stipulates
 and agrees that no change, extension of time, alteration, or
 addition to the terms of the contract or to the work to be
 performed thereunder, or the specifications accompanying the
 same shall in any way affect its obligation on this bond, and
 it does hereby waive notice of any such change, extension of
 time, alteration or addition to the terms of the contract, or
 to the work or to the specifications and

WHEREAS, no final settlement between the Owner and the
 Contractor shall abridge the right of any beneficiary
 hereunder, whose claim may be unsatisfied.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such work, all in insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 1
Number
counterparts, each one of which shall be deemed an original,
this _____ day of _____, 1989.

PITT-DES MOINES, INC.
Principal

ATTEST:

SEE ATTACHED POWER OF ATTORNEY
(Principal) Secretary

BY: Don V. Letto (Seal)
3400 Grand Avenue, Neville Island
Address
Pittsburgh, PA 15225

Patricia A. Softman
Witness to Principal

3400 Grand Avenue Neville Island
Address
Pittsburgh, Pa 15225

INSURANCE COMPANY OF NORTH AMERICA
Surety
Patricia L. Meshanko
Attorney-in-Fact
Patricia L. Meshanko

ATTEST:

See Attached Power of Attorney
(Surety) Secretary

SEAL

Pamela L. Runey
Witness As to Surety
Fred. S. James & Co., Inc. of PA
Suite 5300, USX Tower
Address
600 Grant Street
Pittsburgh, PA 15219

525 Vine Street, Suite 1520
Address
Cincinnati, OH 45202

NOTE: Date of the bond must not be prior to date of
contract. If the contractor is a partnership, all
partners should execute the bond.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That PITT-DES MOINES, INC., Neville Island, Pittsburgh, Pennsylvania 15225, a Pennsylvania Corporation, has constituted and appointed, and does constitute and appoint

DOM VILETTO

its true and lawful Attorney-In-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith.

This appointment is made in accordance with Article IV, Paragraph 3 of the By-Laws of the Corporation as amended through December 1, 1988, and still in full force and effect:

Article IV, Paragraph 3:

"All proposals, commercial contracts, bonds, certificates, affidavits, and all other documents incident to the business of this Company shall be valid:

(a) When signed by the Chief Executive Officer of the Company, the Chairman of the Board of Directors, the Chairman Emeritus of the Board of Directors, the Vice Chairman, the President, a Vice President, a Group or Division President, an Executive Vice President, a Group or Division Executive Vice President, the Secretary, Treasurer, Controller or an Assistant Secretary or other duly authorized representative or agent of the Company and when sealed with the Seal of the Company, and if signed within the limits of his sphere of responsibility; or

(b) When executed by an Attorney-In-Fact."

IN WITNESS WHEREOF, PITT-DES MOINES, INC. has caused these presents to be signed its President, and its corporate seal to thereunto affixed and duly attested by its Secretary this 14th day of February, 1989.

ATTEST:

PITTSBURGH, INC.

(SEAL)

By

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 14th day of February, 1989, before me personally appeared P.O. Elbert, President of PITT-DES MOINES, INC., who being duly sworn, said he resides in the state of Pennsylvania; that he is President of PITT-DES MOINES, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)

STATE OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

like authority.
Karen A. Powell
 Notary Public

NOTARIAL SEAL
KAREN L. POWELL, NOTARY PUBLIC
MOBILE TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 21, 1990

Member, Pennsylvania Association of Notaries

I, Nancy J. Palmer, Secretary of PITT-DES MOINES, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by PITT-DES MOINES, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Pittsburgh, Pennsylvania this
day of , 1989.

(SEAL)

A. J. Palmer
Secretary

Acknowledgment for Annexed Instrument

STATE OF Pennsylvania
COUNTY OF Allegheny ss:

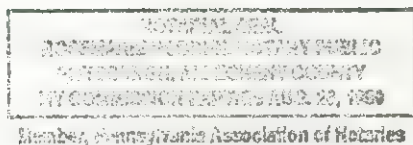
On this _____ day of _____, 19____, before me personally came Patricia L. Meshanko who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said Instrument as an Attorney-in-Fact of said Company by like authority.

My Commission Expires

August 26, 1989

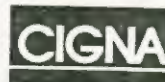
Acknowledged and Sworn to before
me on the date above written.

Rosemarie Rodden
(Notary Public)



**POWER OF
ATTORNEY**

Insurance Company of North America
a CIGNA company



079663

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **R. GEORGE VOINCHET, MICHAEL C. BARBARITA, PATRICIA L. MESHANKO**, all of the City of Pittsburgh, State of Pennsylvania-----

Not valid for mortgage, note, loan, letter of credit, bank deposit,
currency rate, interest rate or residual value guarantees.

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding **FIFTY MILLION-----** DOLLARS (**\$50,000,000.**) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 18th day of January 19 89



INSURANCE COMPANY OF NORTH AMERICA

by

John B. Fitzgerald, Jr.
JOHN B. FITZGERALD, JR., Vice President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this 18th day of January

ss.

A.D. 19 89, before me, a Notary Public of

the Commonwealth of Pennsylvania in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year

first above



Julia Anna Rohana
Julia Anna Rohana - Notary Public

Philadelphia, Philadelphia County, Pa.

My Commission Expires August 20, 1990

I, the undersigned, **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____ 19 _____



James S. Wyllie
James S. Wyllie Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER Jan. 18, 1991

Read the first time in full and on motion by Kin Zantz, seconded by Dalman, and duly adopted, read the second time by title and referred to the Committee on City Yeluts (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock, _____ M., E.S.T.

DATED: 5-23-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Suber, and duly adopted, placed on its passage. PASSED ~~LAST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>	<u> </u>	<u> </u>	<u>2</u>
BRADBURY	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
GIAQUINTA	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>
HENRY	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
LONG	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
REDD	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

DATED: 6-13-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 5-83-89

on the 13th day of June, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of June, 1989, at the hour of 10:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of June, 1989, at the hour of 5:15 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Contract #89-W-1, West Side Elevated TankDEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The Contract for #89-W-1, West Side Elevated Tank,
is for the furnishing of all labor, equipment, tools, power
transportation, miscellaenous equipment, etc., necessary to in-
stall a one million gallon elevated water storage tank, complete
with earthwork, foundations, fencing, piping, vales painting,
electrical work, cathodic protection, telemetry and site
restoration. Pitt DesMoines, Inc., is the contractor.

J-89-05-20

EFFECT OF PASSAGE Improved water pressure conditions in Western
portion of town

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$965,000.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-05-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARK E. GIAQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT #89-
W-1, WEST SIDE ELEVATED TANK between PITT-DESMOINES, INC. and the
City of Fort Wayne, Indiana, in connection with the Board of
Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) C UNDER CONSIDERATION AND
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID






(ORDINANCE) (~~RESOLUTION~~) C / _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATED: 6-13-89

Sandra E. Kennedy
City Clerk